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**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

1. Name of Registrant	2. Registration No.
BSMG Worldwide	3911

**3. This amendment is filed to accomplish the following indicated purpose or purposes:**

- To correct a deficiency in \_\_\_\_\_
- Initial Statement
- Supplemental Statement for \_\_\_\_\_
- To give notice of change in an exhibit previously filed.
- To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- Other purpose (specify) \_\_\_\_\_

**4. If this amendment requires the filing of a document or documents, please list-**

Contract in both spanish and english between BSMG Worldwide and the Republic of Colombia

**5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.**

Copies of signed contract between BSMG Worldwide and the Republic of Colombia.

The undersigned swear(s) or affirm(s) that he has (*they have*) read the information set forth in this amendment and that he is (*they are*) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (*their*) knowledge and belief.

(All copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at Washington, DC

this 16th day of December, 1999

My commission expires 10/31/01

Lance Morgan

Haney Ann Kishanuk  
(Notary or other officer)

[stamp in English:]

CONFIDENTIAL

SERVICE CONTRACT No. **ENTERED INTO BY AND  
BETWEEN THE ADMINISTRATIVE DEPARTMENT OF THE  
PRESIDENCY OF THE REPUBLIC AND BSMG WORLDWIDE  
INC.,**

[superimposed seal illegible]

The undersigned, **GABRIEL MESA ZULETA**, identified by citizenship card No. 79,388,215, issued in Bogotá, who in his role as, in accordance with that provided for in Resolution No. 3178 of August 12, 1994, based on articles 11 number 3 and 12 of Law 80 of 1993, and Appointment Decree No. 1630 of August 7, 1998, in his role as assistant director, represents and acts on behalf of the **ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC**, which will heretofore be referred to as **THE ENTITY**, and **JOHN W. LESLIE**, who, in his role as Legal Counsel, represents and acts on behalf of **BSMG WORLDWIDE, INC.**, a ENTITY created under the laws of the State of New York, United States of America, in accordance with the certificate issued by the Department of State of the State of New York, United States of America, in the city of Albany, on September 20, 1999, which is an integral part of the present contract, which latter, for purposes of this document, will be referred to as **THE CONTRACTING PARTY**, have agreed to enter into the service contract contained in the following clauses, after these considerations:

1) Whereas **THE ENTITY** needs to contract the services in order to promote Colombia's image and the interests of its National Government before the Congress of the United States of America, and before non-government organizations and media in the U.S. 2) Whereas the **CONTRACTING PARTY** has the experience and the professional knowledge required by **THE ENTITY** to execute the objectives of the present contract, and therefor concludes the same **Intuito Personae**, pursuant to the paragraph of article 3 of Decree 855 of 1994. **FIRST CLAUSE: OBJECTIVE.** **THE CONTRACTING PARTY** shall undertake to present to **THE ENTITY**, by its own means, and with full technical and administrative autonomy, services for the promotion of Colombia's image and the achievements of the National Government before the Congress of the United States of America, and before non-governmental organizations and media in the U.S. **SECOND CLAUSE: FORM AND AMOUNT OF PAYMENT.** The amount of this contract is **ONE HUNDRED FORTY THOUSAND U.S. DOLLARS (USS 140,000.00)** which the **ENTITY** shall pay to the **CONTRACTING PARTY** as follows: a) The sum of **SEVENTY THOUSAND U.S. DOLLARS (USS 70,000.00)**, as an advance, after the approval of the guarantee and administrative procedure of the corresponding account; b) The sum of **SEVENTY THOUSAND U.S. DOLLARS (USS 70,000.00)**, in the last five (5) days of the month of December 1999, after it is certified by the administrator of the present contract that the objective of the same has been fulfilled and the administrative procedure for this matter completed. **THIRD CLAUSE: BUDGETARY AVAILABILITY.** Making the scheduled payments is secondary to the appropriations in the operating budget for the current fiscal year of 1999, Section 0201-- President of the Republic, Unit 00, General Administration, 3 Current Transfers, 1 Transfers by Agreement with Private Sector, 1 National Programs Developed with the Private Sector, 02 Plan to Promote Colombia Abroad, Resource 10 of Current Resources, as stated in certificate of budgetary availability number 4198, dated September 10, 1999, issued by the Budget Coordinator of the **ENTITY**. **PARAGRAPH:** For budgetary purposes, the payments stipulated in this contract shall be made

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at the exchange rate for the U.S. dollar as certified by the Office of the Bank Superintendent on the date of payment. **FOURTH CLAUSE: DURATION.** This contract is in force until December 31, 1999. **FIFTH CLAUSE: CONTRACTING PARTY'S OBLIGATIONS.** The Contracting Party undertakes: 1) To provide whatever is necessary for the fulfillment of the objective of this contract in exact conformity with the budget presented on September 1, 1999. 2) To create a communications and promotion strategy for Colombia's image and the achievements of the National Government before the Congress of the United States of America, and before non-governmental organizations and media in the U.S. 3) To create communication links with the media in order to promote Colombia's image and the achievements of the National Government. 4) To create and consolidate promotion and communication opportunities which make known to non-governmental organizations in the United States of America the achievements of the Colombian Government and the development of its government, the protection of the rights of Colombian citizens and the war on drugs. 5) To create and consolidate promotion and communications opportunities which make known to both houses of the U.S. Congress the achievements of the Colombian Government in the development of its government, the protection of the rights of Colombian citizens and the war on drugs. 6) To create videos and publications in the media in the United States of America which are necessary to fulfill the contractual objective, after the approval of **THE ENTITY**, for which the latter will give the **CONTRACTING PARTY** the necessary resources each time these are needed in addition to the resources budgeted by this contract. 7) To hand over to **THE ENTITY**, once the contract's objective is fulfilled, all documents, information and reports produced for the performance of the contract. 8) To hand in a report every month to the administrator of the present contract on the performance of the objective of said contract. 9) To maintain professional secrecy regarding the information supplied for the performance of the objective of this contract. 10) To work with loyalty and in good faith, avoiding delays and interference. 11) Not to agree to the requests or threats of those who act outside of the law with the intention of forcing [THE CONTRACTING PARTY] to perform or omit any act or fact, so informing **THE ENTITY** and other competent authorities immediately when such requests or threats occur. 12) To satisfy the other obligations undertaken, which are derived from the nature of this contract and legal requirements. 13) To pay the stamp duty corresponding to the present contract. **SIXTH CLAUSE: THE ENTITY'S OBLIGATIONS.** The ENTITY undertakes: 1) To pay **THE CONTRACTING PARTY** the agreed-upon remuneration in the form established in the present contract. 2) To perform, in general, the obligations which arise from the nature of this contract. 3) To supply the **CONTRACTING PARTY** with the information necessary to fulfill the contract's objective. **SEVENTH CLAUSE: GUARANTEE:** In order to guarantee the proper and opportune performance of the stipulated obligations and the payment of fines, penalties, and other sanctions which may be imposed, **THE CONTRACTING PARTY** shall provide a single bond consisting of a policy issued by an insurance company legally authorized to operate in Colombia or a bank guarantee on behalf of **THE NATION AND/OR THE ADMINISTRATIVE DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC**. The purpose of said guarantee is to protect:  
**A) PERFORMANCE:** In order to guarantee the performance of the contracted obligations, the total protection will be equal

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to fifteen per cent (15%) of the total value of this contract, with a term equal to the duration of the present contract plus four (4) additional months, beginning from the date the bond is issued.

**B) GOOD MANAGEMENT AND CORRECT INVESTMENT OF THE ADVANCE PAYMENT:** In order to guarantee the good management and correct investment of the advance payment, the equivalent of one hundred per cent (100%) of the value of the advance payment, with a term equal to the duration of the present contract, beginning at the issuance of the bond.

**C) QUALITY OF SERVICE:** In order to guarantee the quality of service, the equivalent of ten (10%) per cent of the total value of the contract, with a term equal to the duration of the present contract plus four (4) additional months, beginning from the date the guarantee is issued.

**THE CONTRACTING PARTY** will give the respective single bond to **THE ENTITY'S** Contract Unit within five (5) business days of the signing of this contract. **EIGHTH CLAUSE: INTERVENOR.**

The coordination, supervision and monitoring of this contract will be the responsibility of Colombia's Plenipotentiary Ambassador to the United States of America.

**NINTH CLAUSE: FINES.** In the event of delay or partial breach of the obligations undertaken on by **THE CONTRACTING PARTY**, **THE ENTITY** will collect daily and successive fines equivalent to one-thousandth of the total value of this contract, for each business day of delay or breach, if in **THE ENTITY'S** opinion these damage the administration, but the total amount of the fine will not exceed ten percent (10%) of the total value of this contract. This amount will be allocated to the damages which **THE ENTITY** suffered because of the breach.

**TENTH CLAUSE: MONETARY PENALTY.** In the case of a breach of obligations, **THE CONTRACTING PARTY** will pay to **THE ENTITY**, as a penalty, an amount equivalent to 10 percent (10%) of the total value of this contract. This amount will serve as partial payment for the damages which **THE ENTITY** suffered because of the breach.

**ELEVENTH CLAUSE: SOURCE OF PAYMENT OF THE FINES AND PENALTY.** The funds for the fines and penalty shall be deducted from **THE CONTRACTING PARTY'S** balance if there is any, or if not, from the established bond, and if this is also not possible, it will be collected by force of law.

**TWELFTH CLAUSE: EXCLUSIVITY OF BUSINESS RELATIONSHIP AND NON-COMPETITION RESPONSIBILITY.** **THE ENTITY** shall not compete with **THE CONTRACTING PARTY**, and therefore the personnel which the latter requires to perform the contract shall be the employees of **THE CONTRACTING PARTY** exclusively, and shall have no business relationship with **THE ENTITY**. **THE CONTRACTING PARTY** is exclusively responsible for social services, wages and other benefits required by law, such as social security payments and pensions, which result from the business relationship with **THE CONTRACTING PARTY'S** aforementioned employees. Moreover, **THE CONTRACTING PARTY** shall perform the objective of the contract with full technical and administrative autonomy.

**THIRTEENTH CLAUSE: SPECIAL RULES.** In accordance with the provisions of article 13 of Law 80 of 193, this contract shall be governed by the laws of the State of New York, United States of America. **FOURTEENTH CLAUSE: MODIFICATIONS AND EXTENSIONS.**

Any modification or extensions of this contract must be in writing. **FIFTEENTH CLAUSE:** For all legal purposes, the domicile for this contract shall be the City of New York, United States of America. **SIXTEENTH CLAUSE: VALIDATION.** This contract, which contains the

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INC.,

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agreement on the objective and the consideration shall be made valid with the parties' signatures thereon and with its entry into THE ENTITY'S budgetary register. **SEVENTEENTH CLAUSE: EXECUTION.** THE CONTRACTING PARTY shall be able to initiate the execution of this contract only with THE ENTITY'S approval of the bond. **EIGHTEENTH CLAUSE: PUBLICATION.** It is indispensable for the legalization of this contract that THE CONTRACTING PARTY publish the contract in the Diario Único de Contratación Pública [Public Contract Gazette]. This requirement will be considered completed with the presentation of the corresponding receipt to the Contract Unit of the ENTITY. For written proof, it is signed in the City of Santa Fe de Bogotá, Colombia, on

FOR THE ENTITY

**GABRIEL MESA ZULETA**  
Assistant Director  
Administrative Department  
Presidency of the Republic

[notarial stamps and seals in English:]

State of New York      }  
County of New York    }      ss.

THE CONTRACTING PARTY

[s. illegible]  
**JOHN W. LESLIE**  
Legal Representative  
BSMG WORLDWIDE INC.

[illegible handwriting]  
[stamp:]  
County Clerk, New York County

[illegible] 1998 form 1

I, NORMAN GOODMAN, County Clerk and Clerk of the Supreme Court of the State of New York, in and for the County of New York, [illegible] Record, having by law a seal  
DO HEREBY CERTIFY pursuant to the Executive Law of the State of New York, that

William J. Marion

whose name is subscribed to the annexed affidavit, depositor, certificate of acknowledgement or [illegible] was, at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned, sworn, and qualified to act as such; that pursuant to law, a commission of a certificate of his official [illegible] with his autograph signature has been filled in my office; that at the time of taking such proof, acknowledgment, or [illegible] he was duly authorized to take the same; that I am well acquainted with the handwriting of such NOTARY PUBLIC or have compared the signature in the annexed instrument with his autograph signature deposited in my office, and I believe that such signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal this  
NOV. 23, 1999                  [s. illegible]  
Fee Paid \$3.00                  County Clerk and Clerk of the Supreme Court, New York County

[seal in Spanish:]  
CONSULATE OF COLOMBIA,  
NEW YORK



## CONSULADO GENERAL DE COLOMBIA

10 EAST 46TH STREET, NUEVA YORK, NY 10017  
TEL. (212) 370-0004 FAX (212) 972-1725

### EL SUSCRITO CONSUL DE COLOMBIA

VISTOS LOS DOCUMENTOS PRESENTADOS POR LOS INTERESADOS

### C E R T I F I C A

Que el (la) Sr. **NORMAN GOODMAN** County Clerk del estado de New York verifica la firma del (la) señor(a) **WILLIAM J. MARLOW** como notario (a) Público (a) del mismo estado, quien ejerce las funciones allí expresadas y que la firma y sello que aparecen en el documento anexo, son los que usa y acostumbra en sus actos oficiales.

Que el(la) Notario(a) antes mencionado(a) verificó la firma de (el)(la) señor(a) **JOHN W. LESLIE** quien firma el precedente documento debidamente autorizado como Representante Legal de **BSMG WORLDWIDE INC.** una Corporación debidamente organizada y legalmente existente de conformidad con las leyes del Estado de Nueva York U.S.A.

Que ha tenido a la vista los documentos probatorios de los hechos citados por el Clerk y el(la) Notario Público, de New York los cuales forman parte integral del precedente documento.

Se expide la anterior certificación de conformidad con el artículo 259 del Código de Procedimiento Civil y 480 del Código de Comercio y a solicitud del interesado a los 29 días del mes de Noviembre de 1999.

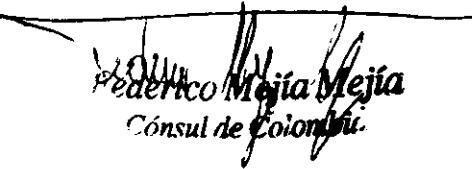
**NO SE ASUME RESPONSABILIDAD POR EL CONTENIDO DEL DOCUMENTO ADJUNTO.**

**PAGADO IMPUESTO DE TIMBRE Y DERECHOS CONSULARES**

**VALOR CINCUENTA Y Siete DOLARES US\$57.00 RECIBO N° 224248/1**

NOV 29 1999



  
**Federico Mejia Mejia**  
Cónsul de Colombia

**CONTRATO DE PRESTACIÓN DE SERVICIOS No. CELEBRADO  
ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA  
DE LA REPÚBLICA Y BSMG WORLDWIDE INC.,**

Los suscritos, **GABRIEL MESA ZULETA**, identificado con la cédula de ciudadanía No. 79.388.215 expedida en Bogotá, quien de conformidad con lo dispuesto en la Resolución No. 3178 del 12 de agosto de 1994, fundamentada en los artículos 11 numeral 3 y 12 de la ley 80 de 1993, en su calidad de Subdirector, según Decreto de Nombramiento No. 1630 del 7 de agosto de 1998, actúa en nombre y representación del **DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA**, quien en adelante se denominará **LA ENTIDAD** y **JOHN W. LESLIE**, quien en su condición de Representante Legal actúa en nombre y representación de **BSMG WORLDWIDE INC.**, sociedad constituida bajo las leyes del Estado de Nueva York, Estados Unidos de América, de acuerdo con la certificación expedida por el Departamento de Estado del Estado de Nueva York, Estados Unidos de América, en la ciudad de Albany, el 20 de Septiembre de 1999, que hace parte integrante del presente contrato, quien para los efectos de este documento se llamará **EL CONTRATISTA**, hemos acordado celebrar el contrato de prestación de servicios contenido en las siguientes cláusulas, previas las siguientes consideraciones: 1) Que la Entidad requiere contratar los servicios para la promoción de la imagen de Colombia y los logros del Gobierno Nacional ante los líderes de opinión en Washington D.C., las organizaciones no gubernamentales y los medios de prensa de ese país. 2) Que el CONTRATISTA posee la experiencia y los conocimientos profesionales requeridos por LA ENTIDAD para ejecutar el objeto del presente contrato, por lo tanto el mismo se celebra **Intuito Personae**, según lo previsto en el parágrafo del artículo 3º del decreto 855 de 1994. **CLÁUSULA PRIMERA. OBJETO.** **EL CONTRATISTA** se obliga a prestar a **LA ENTIDAD**, por sus propios medios, con plena autonomía técnica y administrativa los servicios para la promoción de la imagen de Colombia y los logros del Gobierno Nacional ante los líderes de opinión en Washington D.C., las organizaciones no gubernamentales y los medios de comunicación de ese país. **CLÁUSULA SEGUNDA. VALOR Y FORMA DE PAGO.** El valor de este contrato es de **CIENTO CUARENTA MIL DOLARES DE LOS ESTADOS UNIDOS DE AMERICA (US\$140.000.oo)**, que la **ENTIDAD** cancelará al **CONTRATISTA**, así: a) La suma de **SETENTA MIL DOLARES DE LOS ESTADOS UNIDOS DE AMERICA (US\$70'000.oo)**, como anticipo, previa aprobación de la garantía y trámite administrativo de la cuenta correspondiente. b) La suma de **SETENTA MIL DOLARES DE LOS ESTADOS UNIDOS DE AMERICA (US\$70.000.oo)**, en los últimos cinco (5) días del mes de diciembre de 1999, previa certificación del Interventor del presente contrato de que se ha cumplido con el objeto del mismo y trámite administrativo de la respectiva cuenta. **CLÁUSULA TERCERA. DISPONIBILIDAD PRESUPUESTAL.** La realización de los pagos previstos se subordina a las apropiaciones hechas con cargo al presupuesto de Funcionamiento para la vigencia fiscal de 1999, Sección 0201 -Presidencia de la República, Unidad 00 Gestión General, 3 Transferencias Corrientes, 1 Transferencias por Convenio con el Sector Privado, 1 Programas Nacionales que se Desarrollan con el Sector Privado, 02 Plan de Promoción de Colombia en el Exterior, Recurso 10 Recursos Corrientes, según consta en el certificado de disponibilidad presupuestal número 4198 de septiembre 10 de 1999, expedido por la Coordinadora de Presupuesto de la **ENTIDAD**. **PARAGRAFO:** Para efectos presupuestales los pagos estipulados en este contrato se

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liquidaran a la tasa de cambio del Dólar de los Estados Unidos de América certificada por la Superintendencia Bancaria para el día del pago. **CLÁUSULA CUARTA.** **DURACIÓN.** El plazo de ejecución de este contrato es hasta el 31 de diciembre de 1999. **CLÁUSULA QUINTA. OBLIGACIONES DEL CONTRATISTA.** Este se obliga a: 1) Disponer lo necesario para que el objeto de este contrato se cumpla a cabalidad. 2) Realizar una estrategia de comunicación y promoción de la imagen de Colombia y los logros del Gobierno Nacional ante los líderes de opinión en Washington D.C., las organizaciones no gubernamentales y los medios de prensa de ese país. 3) Crear canales de comunicación con los medios de comunicación para la promoción de la imagen de Colombia y los logros del Gobierno Nacional. 4) Crear y consolidar oportunidades de promoción y comunicación de los logros del Gobierno de Colombia en el desarrollo de su plan de gobierno, la protección de los derechos de los ciudadanos colombianos y la lucha contra las drogas ante las organizaciones no gubernamentales de los Estados Unidos de América. 5) Crear y consolidar oportunidades de promoción y comunicación de los logros del Gobierno de Colombia en el desarrollo de su plan de gobierno, la protección de los derechos de los ciudadanos colombianos y la lucha contra las drogas ante los líderes de opinión en Washington D.C. 6) Realizar videos y publicaciones en los medios de comunicación de los Estados Unidos de América necesarios para el cumplimiento del objeto contractual, previa aprobación de **LA ENTIDAD**, para lo cual esta última girará al **CONTRATISTA** los recursos necesarios cada vez que se requiera independientemente de los recursos apropiados para este contrato. 7) Entregar a **LA ENTIDAD**, una vez cumplido el objeto contractual, todos los documentos, datos e informes producto de la ejecución del contrato. 8) Entregar al Interventor del presente contrato un informe sobre la ejecución del objeto del mismo. 9) Mantener la reserva profesional sobre la información que le sea suministrada para la ejecución del objeto de este contrato. 10) Obrar con lealtad y buena fe, evitando dilaciones y entrabamientos. 11) No acceder a peticiones o amenazas de quienes actúen por fuera de la ley con el fin de obligarlo a hacer u omitir algún acto o hecho, informando inmediatamente a **LA ENTIDAD** y demás autoridades competentes cuando se presenten tales peticiones o amenazas. 12) Satisfacer las demás obligaciones a su cargo que se deriven de la naturaleza de este contrato y de las exigencias legales. 13) Cancelar el impuesto de timbre correspondiente al presente contrato. **CLÁUSULA SEXTA OBLIGACIONES DE LA ENTIDAD.** Esta se compromete a: 1) Pagar **AL CONTRATISTA** la remuneración convenida en la forma establecida en el presente contrato. 2) Ejecutar en general las obligaciones que surjan de la naturaleza de este contrato. 3) Suministrar al **CONTRATISTA** la información necesaria para el cumplimiento del objeto contractual. **CLÁUSULA SÉPTIMA. GARANTÍA.** Para avalar el cumplimiento idóneo y oportuno de las obligaciones estipuladas, el pago de las multas, de la pena pecuniaria y demás sanciones que, dado el caso, pudieren imponerse, **EL CONTRATISTA** deberá prestar una garantía única, consistente en póliza expedida por una compañía de seguros legalmente autorizada para funcionar en Colombia o en garantía bancaria, a favor de **LA NACION Y/O DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA DE LA REPÚBLICA.** Dicha garantía tiene por objeto amparar: A) **CUMPLIMIENTO:** Para avalar el cumplimiento de las obligaciones contraídas cuyo monto de amparo será el equivalente

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ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA  
DE LA REPÚBLICA Y BSMG WORLDWIDE INC.,**

al quince por ciento (15%) del valor total de este contrato y con una vigencia igual al plazo del presente y contrato y cuatro (4) meses más, contados a partir de la fecha de expedición de la garantía. **B) BUEN MANEJO Y CORRECTA INVERSIÓN DEL ANTICIPO:** Para garantizar el buen manejo y la correcta inversión del anticipo, el equivalente al cien por ciento (100%) del valor del anticipo, con una vigencia igual al plazo del presente contrato contado a partir de la expedición de la garantía. **C) CALIDAD DEL SERVICIO:** Con el fin de garantizar la calidad del servicio por el equivalente al diez (10%) por ciento del valor total del contrato y con una vigencia igual al plazo del presente contrato y cuatro (4) meses más, contados a partir de la expedición de la garantía. **EL CONTRATISTA** entregará la respectiva garantía única a la Unidad de Contratos de **LA ENTIDAD**, dentro de los cinco (5) días hábiles siguientes a la suscripción de este documento. **CLÁUSULA OCTAVA. INTERVENTOR.** La coordinación, supervisión y vigilancia de este contrato estará a cargo del Ministro Plenipotenciario de la Embajada de Colombia ante el gobierno de los Estados Unidos de América. **CLÁUSULA NOVENA. MULTAS.** En caso de mora o incumplimiento parcial de las obligaciones adquiridas por **EL CONTRATISTA**, **LA ENTIDAD** cobrará multas diarias y sucesivas equivalentes al uno por mil del valor total de este contrato, por cada día hábil de retardo o incumplimiento, si a juicio de **LA ENTIDAD** de ello se derivan perjuicios para la administración, sin que el monto total de la multa exceda el diez por ciento (10%) del valor total de este contrato, cantidad que se imputará a la de los perjuicios que reciba **LA ENTIDAD** por el incumplimiento. **CLÁUSULA DÉCIMA. PENA PECUNIARIA.** En caso de incumplimiento de las obligaciones adquiridas, **EL CONTRATISTA** pagará a **LA ENTIDAD** a título de pena, una suma equivalente al diez por ciento (10%) del valor total de este contrato, cantidad que se tendrá como pago parcial de los perjuicios que reciba **LA ENTIDAD** por el incumplimiento. **CLÁUSULA UNDÉCIMA. CAPTACIÓN DE LAS MULTAS Y DE LA PENA.** El valor de las multas y de la pena se tomará del saldo a favor del **CONTRATISTA** si lo hubiere, o si no, de la garantía constituida y si esto último no fuere posible, se cobrará por jurisdicción coactiva. **CLÁUSULA DUODÉCIMA. EXCLUSIÓN DE LA RELACIÓN LABORAL Y RESPONSABILIDAD SOLIDARIA.** **LA ENTIDAD** no concurre en solidaridad con **EL CONTRATISTA**, por lo tanto el personal que éste requiera para la ejecución de este contrato es exclusivamente empleado del **CONTRATISTA** y no tendrá relación laboral alguna con **LA ENTIDAD**. **EL CONTRATISTA** es el único responsable de las prestaciones sociales, sueldos y otros beneficios exigidos por la ley, tales como seguridad social y pensional, resultantes de la relación laboral de los antedichos empleados con **EL CONTRATISTA**. Además **EL CONTRATISTA** ejecutará el objeto del contrato con plena autonomía técnica y administrativa. **CLÁUSULA DECIMATERCERA. NORMATIVIDAD ESPECIAL:** De acuerdo con lo previsto en el artículo 13 de la ley 80 de 1993 el presente contrato se rige por las disposiciones legales del Estado de New York, Estados Unidos de América. **CLÁUSULA DECIMACUARTA. MODIFICACIONES Y PRÓRROGAS.** Cualquier modificación o prórroga de este contrato deberá hacerse por escrito. **CLÁUSULA DECIMAQUINTA. DOMICILIO.** Para todos los efectos legales, el domicilio contractual será la ciudad de New York, Estados Unidos de América. **CLÁUSULA DECIMASEXTA. PERFECCIONAMIENTO.** Este contrato que contiene el acuerdo



United States of America

State of New York

By

Alexander F. Treadwell

Secretary of State and Custodian of the Great Seal Thereof

***It is hereby certified, that Norman Goodman was Clerk of the County of New York in the State of New York, and Clerk of the Supreme Court therein, being a Court of Record, on the day of the date of the annexed certificate, and duly authorized to grant same; that the seal affixed to said certificate is the seal of said County and Court; that the attestation thereof of said Clerk is in due form and executed by the proper officer; and that full faith and credit may and ought to be given to said Clerk's official acts.***

***In Testimony Whereof, the Great Seal  
of the State is hereunto affixed.***

***Witness my hand at the city of New York  
this 26th day of November  
One Thousand Nine Hundred and Ninety-Nine***

Alexander F. Treadwell

*Secretary of State*

James Bizzari

*Special Deputy Secretary of State*

CONTRATO DE PRESTACIÓN DE SERVICIOS No. CELEBRADO  
ENTRE EL DEPARTAMENTO ADMINISTRATIVO DE LA PRESIDENCIA  
DE LA REPÚBLICA Y BSMG WORLDWIDE INC.,

sobre el objeto y la contraprestación queda perfeccionado con la firma de las partes y con el registro presupuestal por parte de LA ENTIDAD. CLÁUSULA DECIMASEPTIMA. EJECUCIÓN. EL CONTRATISTA sólo podrá iniciar la ejecución de este contrato cuando se haya aprobado la garantía por parte de LA ENTIDAD. CLÁUSULA DECIMANOCTAVA. PUBLICACIÓN. Es requisito indispensable para la legalización de este contrato que EL CONTRATISTA proceda a su publicación en el Diario Único de Contratación Pública, requisito que se entenderá cumplido con la presentación del comprobante de pago correspondiente en la Unidad de Contratos de la Entidad. Para constancia, se firma en la Ciudad de Santa Fe de Bogotá, D.C., el día

POR LA ENTIDAD

GABRIEL MESA ZULETA  
Subdirector  
Departamento Administrativo  
Presidencia de la República

EL CONTRATISTA

JOHN W. LESLIE  
Representante Legal  
BSMG WORLDWIDE INC.

BSMG-369903.

State of New York, { ss.:  
County of New York,

I, NORMAN GOODMAN, County Clerk and Clerk of the Supreme Court of the State of New York, in and for the County of New York, Record, having by law a seal.  
DO HEREBY CERTIFY pursuant to the Executive Law of the State of New York, that

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York duly commissioned, sworn and qualified to act as such; that pursuant to law, a commission or a certificate of his official character, with his autograph signature has been filed in my office; that at the time of taking such proof, acknowledgment or oath, he was duly authorized to take the same; that I am well acquainted with the handwriting of such NOTARY PUBLIC and have compared the signature on the annexed instrument with his autograph signature deposited in my office, and I believe that such signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal this  
NOV 23 1999

FEE PAID \$3.00



William J. Marion  
County Clerk and Clerk of the Supreme Court, New York County